



CITY OF SAN DIEGO

PURCHASING DIVISION
1200 Third Avenue, Suite 200
San Diego, CA 92101-4195

Proposal No. 6757-04-Z-RFP

REQUEST FOR PROPOSAL

Bid Opening Date: **July 1, 2004**
@ 4:00 p.m.

Subject: Furnish the City of San Diego with **MOTORCYCLES FOR THE SAN DIEGO POLICE DEPARTMENT**, as may be required for a period of one (1) year from date of award, with options to renew for four (4) additional one (1) year periods, in accordance with the attached specifications.

NOTE: PRE-PROPOSAL CONFERENCE – SEE PAGE 7 FOR DETAILS.

Company _____ Name _____ [PRINT OR TYPE]
Federal Tax I.D. No. _____ Signature* _____
Street Address _____ Title _____
City _____ Date _____
State _____ Zip Code _____
Tel. No. _____ Fax No. _____
E-Mail _____

****Authorized Signature:** The signer declares under penalty of perjury that she/he is authorized to sign this document and bind the company or organization to the terms of this agreement.*

ONLY PROPOSALS WITH AN ORIGINAL SIGNATURE
WILL BE ACCEPTED.

This cover page must be completed and submitted as part of your proposal.

If your firm is not located in California, are you authorized to collect California sales tax? ☐ YES ☐ NO

If YES, under what Permit # _____

NOTE: The City of San Diego is subject to State Sales and Use Tax, but is exempt from Federal Excise Tax and will furnish exemption certificates upon request. Do not include Federal Excise or Sales Tax in your Proposal.

If you are a Vendor located in the City of San Diego, a 1% sales tax refund to the City will be considered in evaluation of your Proposal.

Cash discount terms _____ % _____ days.
[Terms of less than 20 days will be considered as Net 30 for bid evaluation purposes.]

The following addenda are acknowledged and incorporated in this submittal: _____

FOR FURTHER INFORMATION CONCERNING THIS PROPOSAL, PLEASE CONTACT

MICHAEL WINTERBERG/b19, Procurement Specialist

Phone: (619) 533-6441

Facsimile: (619) 236-5904

E-mail: MWinterberg@sanidiego.gov

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I. INTRODUCTION

A. BACKGROUND

The San Diego Police Department's Motorcycle Unit is committed to providing a high level of service to the community and the Department. The unit pro-actively enforces all traffic laws and responds to the concerns of the area commands and communities they serve. They strive to ensure the safe and orderly flow of traffic through the proper use of enforcement, engineering requests, and education. Secondly, the unit provides the utmost of professional service as it relates to dignitary protective details and special events. Personnel assigned to this unit will continually strive to set the standards for all others to follow, as it relates to police services and the use of the law enforcement motorcycle.

The Motor Unit maintains a fleet of seventy-seven (77) police motorcycles consisting of seventy-three (73) various model year Kawasaki KZ-1000's, one (1) 2002 Harley-Davidson FLHP1 Road King, one (1) 2002 Harley-Davidson FLHP1 Electra Glide, and two (2) 2001 BMW R1100RT-P/CHP's. The current status of the fleet is as follows:

1. Permanently Assigned: Fifty two (52)
2. Unassigned: Three (3)
3. Spares: Nine (9)
4. Training Bikes: Nine (9)
5. Test Bikes: Four (4)

On average, the Motor Unit is involved in two (2) to three (3) serious traffic accidents per year. For calendar year 2003, Motors logged 812,540 miles on its fleet. All permanently assigned bikes are authorized as "take home" vehicles. Currently, two (2) Equipment Mechanics assigned to the Department's Auto Maintenance Division perform all preventative maintenance and unscheduled repairs in-house.

B. STATEMENT OF WORK

The City is seeking proposals to replace the Police Department Motorcycle Unit's current fleet of seventy-seven (77) police motorcycles to include various pricing and maintenance options, and with the potential of developing a Corporate Sponsorship Program.

II. TERMS AND CONDITIONS

A. AWARD

Award will be made based upon cost and other factors which may include, but are not limited to, the qualifications and experience of the Proposer, technical aspects of the proposal, feasibility of the proposal and other factors, which may be in the best interest of the City. **The City is under no obligation to make award based solely upon cost.**

Finalist Vendors interested in the City's Corporate Partnership Program (CPP) will meet with the CPP evaluation team to explore the opportunities for a corporate partnership. Following discussions on the CPP, finalist Vendors may be requested to submit a supplemental proposal with respect to CPP. A separate award for the CPP will be based upon the winning Vendor's interest in the CPP, and the appropriateness of the selected Vendor as a corporate partner of the City. The Corporate Partnership Agreement will be subject to review and approval by the San Diego City Council.

B. AWARD NOTIFICATION

All companies submitting proposals shall receive a written notice of the City's recommendation of an award.

C. EVALUATION CRITERIA

The City will award a contract resulting from this solicitation to the responsible Proposer whose proposal conforming to the solicitation represents the best value to the City on the basis of:

1. Merits of the Proposal

The City will determine the merits of each Proposer on the basis of its acceptability and motorcycle technical capabilities.

a. Acceptability

The City will determine the acceptability of each proposal on a pass or fail basis. We will consider a proposal to be acceptable when it manifests the Proposer's agreement, without exception or imposition of condition, to the Terms and Conditions of the RFP, including attachments and documents incorporated by reference. The City reserves the right to change the Terms and Conditions of this RFP by amendment at any time prior to the source selection decision.

2. Capability of the Proposer

The City will evaluate the capability of the Proposer on the basis of their organizational experience and their past performance.

a. Organizational Experience

Experience is the opportunity to learn by doing. The Proposer's experience is relevant when they have been confronted with the kinds of challenges that will confront them under the contract contemplated by this RFP. The City will assess the Proposer's relevant experience on the basis of its breadth and its depth.

b. Organizational Past Performance

Past performance is a measure of the degree to which the Proposer has satisfied their customers in the past, and complied with Federal, State, and local laws and regulations. The City assessment of the Proposer's past performance will be subjective and based mainly on their reputation with their customers and others. The City will contact some of the Proposers' customers to ask whether or not they believe:

- (1) That the Proposer was capable, efficient, and effective;
- (2) That their performance conformed to the terms and conditions of their contract;
- (3) That they were reasonable and cooperative during performance; and
- (4) That they were committed to customer satisfaction.

When assessing the Proposers' past performance the City may contact other sources of information, including, but not limited to Federal, State, and local government agencies, better business bureaus, published media, and electronic databases.

D. SOURCE SELECTION DECISION

In order to select the winning Proposer, the City will rank the Proposers by comparing the marginal differences in non-price factors and the total estimated price between Proposers. If one (1) Proposer is better in terms of the non-price factors and has the lower price, then the City will consider that Proposer to be the better value. If one (1) Proposer is better in terms of the non-price factors has the higher price, then we will decide whether the difference in the non-price factors are worth the difference in price. If the City considers the differences in the non-price factors to be worth the difference in price, then we will consider the Proposer with the higher price to be the better value. If not, then the City will consider the Proposer with the lower price to be the better value. The City will continue to make paired comparisons among the Proposers until it has decided which proposal represents the ultimate best value to the City. The City reserves the right to negotiate with each Vendor separately to arrive at the best value for the City. This may include an issuance for a Best and Final Offer.

E. PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held with interested companies on Thursday, June 17, 2004, at 9:00 a.m., in the City of San Diego Purchasing Division, Large Conference Room, located at 1200 Third Avenue, Suite 200, San Diego, CA 92101-4195. The purpose of the pre-proposal conference will be to review, in detail, the proposed contract intent, requirements, administration and other relevant information. Vendors are encouraged to have a marketing representative attend the pre-proposal conference.

Interested Vendors are strongly urged to attend this pre-proposal conference. Failure of a Proposer to attend the pre-proposal conference does not relieve any Proposer of the responsibility to comprehend all information contained within these documents and to perform in accordance with the specifications subsequent to award.

For further information, contact Michael Winterberg, Procurement Specialist, at (619) 533-6441. Allow two (2) hours for the pre-proposal conference.

F. PROPOSAL AND SUBMITTALS REQUIREMENTS

Proposals must include the information detailed below. **Failure to provide any required information with your proposal may be cause for the proposal to be rejected as non-responsive.**

1. General Information of Proposer

- a. Legal name and address of Proposer.
- b. Legal form of Proposer (partnership, corporation, joint venture, etc.) if joint venture, identify the members of the joint venture and provide all information required under this section for each member.
- c. If Proposer is a wholly-owned subsidiary of a parent company, identify the parent company.
- d. Name, title, address, telephone number, and fax number of the person to contact concerning the submittal.
- e. Provide a general description of your company including the size, number of employees, primary business, other business services your company provides, and any other descriptive material. Include a description of your understanding of this contract and how you will provide the service.
- f. State the length of time your company has been in business providing service similar to that required by this RFP.
- g. Provide a one (1) page resume of the primary individuals that will be assigned to this project. Identify their experience, skills and percent of time commitment to this contract.

- h. Provide your company's latest published annual financial report and financial rating. If Proposer is a Joint Venture, the Proposer shall address the proposed financial arrangement between the Joint Venture members as they relate to liability to the City for work to be performed under this project.

2. Proposal Content

Proposers must submit a proposal as defined below to the office specified in this solicitation at or before the exact time specified in this solicitation. Please contact the Procurement Specialist by telephone or in writing (facsimile) if you do not understand any part of these instructions.

- a. Your proposal must be separated into the three (3) following categories:

- (1) RFP Section III – Corporate Partnership Program (if applicable)

- (2) RFP Section IV – Pricing

- (3) RFP Section V – Technical Specifications.

The completion and submission of the above items will constitute your proposal. Your proposal must communicate your unconditional agreement to the terms and conditions in this RFP, including any attachments and documents incorporated by reference.

- b. Organizational Experience and Past Performance Statement

The City requires experience and references within the past five (5) years (use form on page 39). You must verify that points of contact, telephone, and facsimile numbers are valid. The reference listed should be able to verify that you have provided services of a similar scope and nature to those outlined in this RFP and that they are able to provide information about the quality of your past performance.

- c. Additional Submittals Required with Proposal

The following submittals are required when Proposers are other than the Manufacturer:

- (1) The Proposer shall be a factory authorized distributor, and provide factory authorized parts and service for all motorcycles offered. The Proposer shall provide with their proposal an original signed letter from the Manufacturer, which certifies that the Proposer is an authorized dealer for this proposal. Failure to provide the required certification letter with the proposal may cause rejection of the proposal.

- (2) The Manufacturer shall submit a written commitment to the Purchasing Division that they will complete the requirements of the contract/purchase order, including the warranty and buy back requirements, in the event the supplier cannot or does not perform as required. Failure to provide the required certification shall cause rejection of the proposal.
- (3) A copy of the Manufacturer's warranty shall be submitted with the proposal (refer to Section VI, paragraph E for more information).
- (4) Certification Survey (use form on page 40).

d. Proposal Submittal

Four (4) copies of the complete proposal shall be delivered to the Reception Desk of the address noted below on or before the date and time specified on the Proposal cover page. The proposal number and opening date/time must be referenced on the outside of the envelope (lower left corner). **Faxed proposals will not be accepted.**

City of San Diego, Purchasing Division
Attention: Michael Winterberg, Procurement Specialist
1200 Third Avenue, Suite 200
San Diego, CA 92101

G. SUBMITTALS REQUIRED UPON PROVISIONAL AWARD

Failure to provide the following documentation within the time period specified may be cause for the provisional award to be voided and the proposal to be rejected as non-responsive.

1. Insurance requirements as specified in Section II, paragraph J.
2. Taxpayer Identification Number (W-9) as specified in Section II, paragraph BB, if not currently on file.

H. OPTION TO RENEW

The City may desire to exercise an option to renew the contract for four (4) additional one (1) year periods under the terms and conditions of the current contract beginning on the anniversary of the commencement of contract. The renewal is contingent on a mutual agreement between the City and the Contractor with such agreement to be confirmed sixty (60) days prior to the expiration of the contract period. Either the City or the Contractor may decline to confirm the renewal of the contract for any reason whatsoever, which shall render the renewal option null and void.

The City's initial letter offering the Proposer an opportunity to renew the contract does not constitute an award of the option period. Any option acceptance must be confirmed by the City, in writing, before it becomes valid.

If Proposer would accept the option to renew, please indicate the maximum percentage increase to which the prices in effect at the end of the current contract year would be subject if the renewal options were exercised. _____%

Failure to complete the price increase section above will be construed to mean that prices proposed will not be increased during any option period.

If an increase is requested, the Contractor must provide detailed supporting documentation to justify the requested increase. The requested increase will be evaluated by the City, and the City reserves the right to accept or reject.

Would the Proposer accept the option to renew, subject to the above stated conditions?

☐ YES ☐ NO

Failure to submit or complete the above section will be construed to mean that Proposer is willing to accept the option to renew, subject to the stated conditions.

This section will not be considered in the evaluation for award.

The City may also desire to extend a contract on a month-to-month basis upon expiration of the current contract period under the terms and conditions of the current contract unless modified in writing. The renewal is contingent on a mutual agreement between the City and the Contractor with such agreement to be confirmed in writing prior to the expiration of the contract period.

I. PRICE ADJUSTMENT CLAUSE FOR OPTION RENEWAL

In the event the Contractor does not request a price increase at the time of the contract renewal, and the Manufacturer subsequently announces a general increase in the price of their products, the Contractor may request an increase at that time. The Contractor must provide detailed supporting documentation from the Manufacturer to support the requested increase. The requested increase shall not exceed the percentage increase indicated in the "Option to Renew" clause.

J. INSURANCE REQUIREMENTS

All required insurance shall be submitted to Purchasing within ten (10) days of provisional award. **Failure to provide the insurance certificates within the time frame specified by the City shall be cause for the bid to be rejected as non-responsive.** Insurance shall be maintained by the Contractor in full force and effect during the entire period of performance under contract. Failure to do so shall be cause for termination of the contract.

All policies must have a **thirty (30) day non-cancellation clause** giving the City thirty (30) days prior written notice in the event a policy is canceled.

At the end of each contract year, the City reserves the right to review insurance requirements and to require more or less coverage depending upon assessment of the risk, the Vendor's past experience, and the availability and affordability of increased liability insurance coverage.

Insurance coverage must be from an insurance carrier licensed in the State of California and rated "A" or better by the A.M. Best Key Rating Guide.

The following coverage is required:

- **Commercial General Liability** for a minimum of one million dollars each occurrence (\$1,000,000.00 EO). **The City of San Diego must be named as an additional insured on the certificate.**
- **Automobile Liability** for a minimum of one million dollars combined single limit (\$1,000,000.00 CSL). **The City of San Diego must be named as an additional insured on the certificate.**
- **Workers' Compensation** coverage in accordance with the laws of the State of California. **Policy must contain a Waiver of Subrogation of Rights against the City of San Diego.**

K. PUBLIC AGENCY (NOT APPLICABLE FOR SECTION III)

It is intended that any other public agency as defined by Cal. Gov. Code § 6500 shall have the option to participate in any award made as a result of this solicitation. This option shall extend for the term of the agreement with the City of San Diego, and shall be subject to the Contractor's acceptance. Any participating public agency shall accept sole responsibility for the placing of orders, arranging for delivery and/or services, and making payments to the Contractor. The City of San Diego will not be liable, or responsible, for any obligations, including but not limited to financial responsibility, in connection with participation by other public agencies.

If other agencies participate, the Vendor shall furnish the City of San Diego an annual report showing the name of the agencies, contact person and phone number for each agency, and details of items supplied, including quantities. This report shall be furnished to the City on the anniversary date of the commencement of the contract.

L. INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

To the fullest extent permitted by law, the Contractor agrees to defend, indemnify, protect, and hold City and its agents, officers, and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property, including injury to City's or Contractor's employees, agents, or officers which arise from, or are connected with, or are caused, or claimed to be caused by the acts, or omissions of Contractor and its agents, officers, or employees in performing, providing, manufacturing, or supplying the work, services, product, or equipment relating to this bid, and all expenses of investigating and defending against same; provided, however, that Contractor's duty to indemnify and hold harmless shall not include any claims or liability arising from the established sole negligence or willful misconduct of the City, its agents, officers, or employees.

Notwithstanding anything herein to the contrary, the services provided under this contract will not give rise to, nor will be deemed or construed so as to confer any rights on any other party as a third party beneficiary or otherwise.

M. EQUALS CLAUSE

Whenever reference to a specific brand name is made in these specifications, it is illustrative and to be construed as a specification which describes a component that has been tested or evaluated by the City as best meeting specific operational, design, performance, maintenance, quality, and reliability standards and requirements of the City, thereby incorporating these requirements by reference within the specification. An equivalent ("or equal") may be offered by the Bidder, subject to testing or evaluation by the City prior to award of bid. The City shall be the sole judge of whether any proposed item will fulfill its requirements. It shall be the sole responsibility of the Bidder to provide, at Bidder's expense, any product information, test data, and other information or documents the City may require to fully evaluate or demonstrate the acceptability of the offered substitute. Where appropriate, independent testing or evaluation (including destructive testing) may be required as a condition of acceptance at a qualified test facility at the Bidder's expense.

N. QUANTITIES

The estimated requirements shown in Section IV, paragraph D, Pricing Summary may vary with the demands of the City of San Diego. These quantities are listed for information purposes only and shall not be deemed to either guarantee a minimum amount or restrict the maximum amount to be delivered throughout the contract period. Nor shall any variations from the estimated quantities, regardless of extent, entitle the Proposer to an adjustment in the unit price or to any other compensation.

O. REFERENCES/QUALIFICATIONS

Bidders are required to demonstrate successful performance for work of similar size and scope as specified in this contract during the past five (5) years. Bidders must also demonstrate that they are properly equipped to perform the work as specified in this contract.

To enable the City to evaluate the responsibility, experience, skill, and business standing of the Bidder, the following documents must be included with the bid submittal:

- Proposer's References (use form on page 39).

P. COMPLIANCE WITH THE LAW

Proposer(s) agrees that its performance under this contract shall comply with all applicable laws of the United States of America, the State of California and the County and City of San Diego, and also with all applicable policies, ordinances, and regulations of the City.

Q. PROPOSAL ACCEPTANCE

The City reserves the right to accept or reject any and all proposals, in whole or in part, received in response to this RFP, to waive or permit cure of minor irregularities, and to conduct discussions with all qualified Proposers reasonably susceptible of being selected for award in any manner necessary to serve the best interest of the City. The City also reserves the right, in its sole discretion, to award a contract based upon the written proposals received, and oral presentations and demonstrations, if any, without prior discussion or negotiation with respect to those proposals.

R. NEGOTIATION

The City has the right to accept the best proposal as submitted, without discussion or negotiation. Contractors should therefore not rely on having a chance to discuss, negotiate and adjust their proposals.

Contractors who submit proposals that are initially judged by the City to be reasonably susceptible of being selected for award, may be asked to discuss their proposals with the City to facilitate arrival at a contract most advantageous to the City. If the City determines that discussion is in its best interest, the Purchasing Division will advise Contractors in the competitive range to submit a best and final offer for consideration after discussions are held.

However, discussions may not be conducted if the City determines either that discussions are not in its best interests or that discussions need not be conducted:

1. With respect to prices that are fixed by law or regulation, although consideration shall be given to competitive terms and conditions;
2. Because the time of delivery or performance does not permit discussions; or
3. Because it can be demonstrated clearly from the existence of adequate competition or accurate prior price experience with the particular item that acceptance of an initial offer without negotiations would result in a fair and reasonable price.

S. CITY'S UNILATERAL RIGHT

This RFP creates no obligation on the part of the City to award a contract or to compensate Contractors for proposal preparation expenses. The City reserves the unilateral right to cancel this RFP, in whole or in part, or reject all proposals submitted in response to this RFP when such action is determined to be fiscally advantageous to the City or otherwise in the best interest of the City; the unilateral right to award a contract in whole or in part; to award a contract to one or more Proposers; to waive or permit cure of minor irregularities; and to conduct discussions with Proposers in any manner necessary to serve the best interest of the City.

T. EVIDENCE OF RESPONSIBILITY

Prior to the award of a contract pursuant to this RFP, the City may require all Proposers to submit such additional information bearing upon Proposer's ability to perform the contract as the City deems appropriate. The City may also consider any information otherwise available, but not limited to price, technical, and qualifications relative to ability, capacity, integrity, ethics, performance record, and experience of the Proposers.

U. UNABLE TO PROPOSE

If Proposer is unable or unwilling to submit a proposal in response to the requirements, Proposer must indicate such in writing to the Procurement Specialist on or before the proposal due date. Submittal of hard copy, facsimile, and electronic mail is acceptable. Please include a brief explanation of the reason for non-submission of a proposal.

V. INCURRED EXPENSES

The City will not be responsible for any expenses incurred by a Proposer in preparing and submitting a proposal or best and final offer or in making an oral presentation or demonstration.

W. CONFIDENTIAL INFORMATION

Proposers should give specific attention to the identification of those portions of its proposal that it considers confidential, proprietary commercial information or trade secrets, and provide justification why any such materials, upon request, should not be disclosed by the City under the California Public Records Act (Government Code Section 6250 et. seq.).

X. DURATION OF OFFER

Proposals shall be valid for a minimum of 180 days following the closing date of this RFP. If an award is not made during that period, the proposal shall automatically extend for another 180 days, unless the Contractor gives specific written notice to the Procurement Specialist at least fifteen (15) days before the expiration of the then current 180 day period. Proposals shall automatically renew for an additional 180 days until such time as an award is made or proper written notice is given to the City of Contractor's intent to withdraw its proposal. By submission of a proposal, Contractor guarantees that its offer shall be firm for the period specified above.

Y. GENERAL PROVISIONS

Except as otherwise specified herein, the City of San Diego General Provisions, dated September 12, 2001, (on file in the Office of the Purchasing Agent) are incorporated as part of this bid/proposal and any resulting contract by reference. The General Provisions are available online at www.sandiego.gov/purchasing or via request from the Purchasing Division by calling (619) 236-6000.

By signing and/or authorizing the bid submittal, the Bidder/Proposer acknowledges that they have read and understood the meaning, intent and requirements of said General Provisions; and acknowledge said General Provisions are included as a part of this bid/proposal.

In the event of any conflict between the City of San Diego General Provisions and the terms and conditions included in this bid/proposal, the terms and conditions of this bid/proposal shall prevail.

Z. ADDENDA

It is the Proposer's responsibility to ensure they have incorporated all addenda. The following addenda are acknowledged and incorporated in this submittal _____.

Failure to acknowledge and incorporate addenda will not relieve the Proposer of the responsibility to meet all terms and conditions of the specifications for price proposed.

AA. EXCEPTIONS

If a Bidder/Proposer takes any exception to any part of these specifications as written, or as amended by any Addenda subsequently issued, or the General Provisions, they must do so in writing. Said exceptions must be submitted with the bid/proposal. Failure to do so will be construed as acceptance of all provisions of the specifications and General Provisions.

BB. REQUEST FOR TAXPAYER IDENTIFICATION NUMBER

I.R.S. regulations require the City of San Diego to have the correct name, address, and Taxpayer Identification Number (TIN) or Social Security Number (SSN) on file for businesses or persons who provide services or products to the City of San Diego. This information is necessary to complete Form 1099 at the end of each tax year.

In order to comply with I.R.S. regulations, the City of San Diego requires each Vendor to provide a Form W-9 prior to award of contract. Failure to provide a completed Form W-9 within three (3) business days of the City's request may result in a bid being declared non-responsive and rejected.

CC. AUDIT AND INSPECTION OF RECORDS

The Contractor, and any Subcontractors, shall make available upon request all records which in the opinion of the City Auditor are necessary to conduct an audit of this contract. Such records may include invoices, materials, payrolls, personnel records, and other data relating to all matters covered by this contract. The Contractor and Subcontractors shall retain such data and records for a period of not less than three (3) years following receipt of final payment. The Contractor shall make available all requested data and records at reasonable locations within the City or County of San Diego, at any time during normal business hours, and as often as the City deems necessary. If records are not made available within the City or County of San Diego, the Contractor shall pay the City's travel costs to the location where the records are maintained. Failure to make requested records available for audit by the date requested will result in immediate termination of contract.

DD. ASSIGNMENT OF CONTRACT

Contractor shall not assign this contract, or any right or interest hereunder, without prior written consent of the City.

EE. DRUG-FREE WORKPLACE POLICY

All City projects are subject to City of San Diego Council Policy No. 100-17, Drug-Free Workplace. This policy requires that all City construction Contractors, consultants, grantees, and providers of non-professional services provide a drug-free workplace in accordance with the provisions contained therein.

The Drug-Free Workplace Policy is available online at www.sandiego.gov/purchasing or via request from the Purchasing Division by calling (619) 236-6000.

By signing and/or authorizing the bid submittal, the Bidder/Proposer acknowledges that they have read and understood the meaning, intent, and requirements of said policy; acknowledge said policy is incorporated as part of this bid/proposal; certify that they have a drug-free workplace program in place that complies with said policy; and that Subcontractor agreements for this bid/proposal contain language which indicates the Subcontractor's agreement to comply with this policy.

FF. AMERICANS WITH DISABILITIES ACT

Every person or organization awarded a contract, lease, or grant by the City of San Diego acknowledges and agrees that they are aware of and will comply with Council Policy 100-04, adopted by Resolution No. 282153 relating to the federally mandated Americans with Disabilities Act (ADA). Contractors and Subcontractors will be individually responsible for their own ADA program.

In compliance with Council Policy 000-03, adopted by Resolution No. 279130, sign language or oral interpreting services are available at pre-bid meetings and bid openings with a five (5) business day notice to Purchasing at (619) 236-6000 or email at Purchasing@sandiego.gov.

GG. EQUAL EMPLOYMENT OPPORTUNITY

Contractor shall not discriminate against any employee or applicant for employment on any basis prohibited by law. Contractor shall provide equal opportunity in all employment practices. Contractor shall also ensure that their Subcontractors comply with the City's Equal Employment Opportunity Program. Contractor agrees to be bound by the City Of San Diego Equal Opportunity Ordinance (Municipal Code Chapter II, Article 2, Division 27).

Contractor shall submit a Work Force Report or an Equal Employment Opportunity Plan, within five (5) days of being notified by the Purchasing Division.

For questions regarding the City's Equal Employment Opportunity Program, contact the Equal Opportunity Contracting Office at (619) 533-4464.

HH. NONDISCRIMINATION IN CONTRACTING

Contractor shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring or treatment of Subcontractors, Vendors or Suppliers. Contractor shall provide equal opportunity for Subcontractors to participate in subcontracting opportunities. Contractor understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in contract termination, debarment, or other sanctions. This language shall also be included in construction contracts between the Contractor and any Subcontractors, Vendors, and Suppliers.

As part of its bid proposal, Bidder shall provide to the City a list of all instances within the past ten (10) years where a complaint was filed or pending against Bidder in a legal or administrative proceeding alleging that Bidder discriminated against its employees, Subcontractors, Vendors, or Suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.

Upon the City's request, Contractor agrees to provide to the City, within sixty (60) calendar days, a truthful and complete list of names of all Subcontractors, Vendors, and Suppliers that Contractor has used in the past five (5) years on any of its contracts that were undertaken within San Diego County, including the total dollar amount paid by Contractor for each subcontract or supply contract. Contractor further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's Nondiscrimination in Contracting Ordinance (Municipal Code Sections 22.3401 - 22.3417). Contractor understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in remedies being ordered against the Contractor up to and including contract termination, debarment, and other sanctions for violation of the provisions of the Nondiscrimination in Contracting Ordinance. Contractor further understands and agrees that the procedures, remedies, and sanctions provided for in the Nondiscrimination Ordinance apply only to violations of said Nondiscrimination Ordinance.

For questions regarding the City's Nondiscrimination in Contracting Ordinance, contact the Equal Opportunity Contracting Office at (619) 533-4464.

III. CORPORATE PARTNERSHIP PROGRAM

This Request for Proposal (RFP) is issued in conjunction with the City's Corporate Partnership Program (CPP)

The City's CPP seeks opportunities for the City to generate revenue from partnerships with the corporate community. The City defines a corporate partnership as a mutually beneficial business arrangement between the City and a third person, wherein the third person provides cash and/or in-kind services and/or a discount for goods and services to the City in return for access to the commercial marketing potential associated with the City. Vendors responding to this RFP are encouraged to consider the benefits of entering into a corporate partnership with the City. Examples of such corporate benefits include, but are not limited to:

- Naming rights of Motorcycle Program.
- Sponsor recognition on the City's website which receives over 1.5 million visitors per month.
- Participation in a collaborative public relations campaign.
- Participation in Police Department community events.

The development of a meaningful corporate partnership will be based upon the unique marketing needs and business strategies of interested participants.

If you are interested in discussing the potential for a Corporate Partnership with the City, you must submit a Statement of Interest within your response to this Request for Proposal. Your Statement of Interest is an indication that you are interested in meeting with representatives of the City to discuss the potential for a Corporate Partnership with the City.

The Statement of Interest can be limited to the following: "I am interested in discussing the potential for a Corporate Partnership between the City and my company." You are encouraged, but not required, to include any preliminary ideas, suggestions, benefits desired, related sponsorships or other information regarding your Company's sponsorship experience at the time you submit your Statement of Interest.

IV. PRICING

A. SAMPLE PRICING PROPOSALS

At a minimum, the following pricing proposals shall be submitted for consideration. Other price schedules and proposals not specified below will also be considered.

1. Outright purchase price per unit:
 - a. All at once and phased over three (3) years and with and without maintenance.
 - b. All at once and phased over three (3) years, with trade-in allowance and with and without maintenance.
2. Lease/Purchase with the City assuming ownership of the units at the end of the lease period (**NOTE:** The lease may be for a period of one (1) or more years), price per month per unit:
 - a. All at once and phased over three (3) years and with and without maintenance.
 - b. All at once and phased over three (3) years with trade-in allowance and with and without maintenance.
3. Lease for operational life (mileage/age), all at once and phased over three (3) years, and with and without maintenance (units will be returned to Proposer at the end of the lease).

B. BUY-BACK PROGRAM

The cost of the following Buy-Back program shall be offered with all pricing proposals listed in Section IV, paragraph A, and with any other pricing proposals offered.

Under the Buy-Back Program, the City shall have the option to require the supplier to repurchase the motorcycles supplied to them under this contract. The proposal may be awarded in accordance with any Buy-Back program offered.

The Buy-Back Program shall include the following requirements.

1. The City shall have the option of initiating the Buy-Back Program at any one (1) of the following mileage/timeline intervals:
 - a. Three (3) years or 36,000 miles (+/- 1,000 miles) of service, whichever is first.
 - b. Four (4) years or 45,000 miles (+/- 1,000 miles) of service, whichever is first.
 - c. Five (5) years or 60,000 miles (+/- 1,000 miles) of service, whichever is first.

The City shall notify the supplier of the in-service date of the motorcycles.

2. The motorcycles will be returned as originally equipped when delivered, less any City added law enforcement equipment.
3. The motorcycles are to be in good used operating condition as determined by the City. Where a dispute of acceptability exists between the City and the supplier, the Purchasing Agent shall appoint one (1) knowledge-based person, the supplier shall appoint one (1) specialist and they shall jointly appoint a third person to meet and resolve the dispute. The dispute shall be resolved within the constraints required to complete the buy-back process.
4. The Buy-Back Program shall be completed within thirty (30) days of written notification that the motorcycles are ready for inspection. The inspection and pickup location shall be the SDPD Traffic Division Motorcycle Repair Facility. The supplier shall be responsible for all freight costs incurred as part of the Buy-Back Program.

C. TRADE-IN ALLOWANCE

The cost of the following Trade-In Allowance shall be offered where designated in Section IV, paragraph A, and with any other pricing proposals offered.

The Trade-In Allowance shall be for the fleet of seventy-three (73) various model years Kawasaki KZ-1000's and related inventory of new OEM Kawasaki replacement parts. The City anticipates replacement of the motorcycles to occur in increments of twenty-six (26) each over an eighteen (18) to thirty-six (36) month period. The current stock of parts on hand includes three hundred fourteen (314) line items for a total of two thousand two hundred sixty-five (2,265) individual items. Based on the City's cost, these items are valued at approximately twenty-seven thousand four hundred three dollars (\$27,403.00).

D. PRICING SUMMARY

Proposers shall provide the total price per year for a three (3) year period for each of the minimum sample pricing proposals specified above and with any other pricing proposals offered, based upon a total of seventy-seven (77) units.

V. TECHNICAL SPECIFICATIONS

A. GENERAL

It is the intent of this specification to describe a police motorcycle to be used on City surface streets at slow to moderate speeds, in high-speed highway traffic and law enforcement work. The motorcycle will at times be operated at speeds above 100 MPH for both short and long distances at ambient temperatures ranging from 40°F to 100°F. It will be driven on all types of roads and road surfaces and shall possess outstanding handling characteristics, maneuverability, and stability.

It is intended that the Manufacturer in the selection of components will use materials and design practices that are the best available in the industry for the type of operating conditions to which the motorcycle will be subjected. Frame, engine, transmission, drive train, brake, suspension, wheel, tire, and other component parts of the motorcycle shall be selected to give maximum performance, service life and safety, and not merely meet the minimum requirements of this specification.

The term “heavy-duty” as used in this specification shall mean that the item to which the term is applied shall exceed the usual quantity, quality, or capacity supplied with standard production motorcycles; and it shall be able to withstand unusual strain, exposure, temperature, wear, and use.

Motorcycles offered in compliance with this specification must be the Manufacturer’s police models. Police accessories must be engineered and designed, or certified by the Manufacturer of the motorcycle to be compatible with all other components, give dependable service, and not degrade its handling characteristics or appearance.

B. MOTORCYCLE SPECIFICATION

Vehicles shall be current year production model, two (2) wheel motorcycles, equipped for San Diego Police Department (SDPD) service, and having a wheelbase of not less than 58", nor more than 65". Each model shall visibly display the vehicle identification number (VIN), gross vehicle weight rating (GVWR), date of manufacture and any other information required by Federal or State regulation.

1. Engine

The engine shall be a heavy-duty “police package” of the Manufacturer’s standard engine, meeting the following requirements:

- a. Not less than 998 cubic centimeters displacement.
- b. Minimum of two (2) cylinders.

- c. Air or liquid cooled.
 - d. Shall be four (4) cycle.
 - e. Shall produce not less than 70 HP.
 - f. Reciprocating engine parts to be balanced at the factory in an effort to reduce engine and consequential motorcycle vibration during the service life of motorcycle.
 - g. Fuel injection preferred.
 - h. Shall be equipped with all standard accessories.
 - i. Shall be designed to operate knock free at all engine and vehicle speeds on unleaded fuel with a minimum octane rating of 91.
 - j. Shall be equipped with any factory authorized performance enhancement modifications to the air cleaner, fuel, exhaust, and ignition systems.
2. Power train
- a. Final Drive
May be chain, shaft, or belt driven.
 - b. Clutch
 - (1) To be latest type, single or multiple discs, wet or dry type, hand operated.
 - (2) Hand lever shall be located on left handlebar.
 - c. Transmission
The transmission shall feature a minimum of five (5) speeds. Gears shall be constant mesh design. Transmission shall feature a rocker type foot shift lever designed to be operated by toe or toe and heel. Foot shift lever shall not interfere with normal foot position on foot peg or board. Foot shift lever shall be located on left side. Shift pattern shall be as follows:
 - (1) Neutral located between first and second gears.
 - (2) Shall shift down from neutral to first gear.
 - (3) Shall shift up from neutral to second, third, fourth, etc.
 - (4) An indicator light, readily visible to the rider, shall be provided to indicate when the transmission is in neutral position.

3. Chassis

a. Brakes

- (1) Front and rear brakes shall be hydraulic controlled systems with independent rear wheel brake control. Either conventional hydraulic controlled systems or Anti-lock Brake Systems (ABS) are acceptable.
- (2) Front brakes shall be dual disc type, hand operated from the right handlebar. Shall provide full modulation to the limit of traction without loss of control.
- (3) Rear brake shall be disc type, foot operated with pedal located on right side. Linkage shall be close fitting to eliminate any lost motion and designed to give trouble free service for the life of the motorcycle. Brake pedal shall incorporate a non-skid pedal surface or pad to permit safe application and minimize the possibility of the foot slipping off the brake pedal. Foot pedal and linkage shall be designed and located so that full travel of pedal or rider's foot shall be such that brake can be applied without lifting heel from the footrest/footboard.
- (4) Hydraulic hoses and metal lines shall be mounted and protected in such a manner so as to prevent them from becoming damaged due to chafing rubbing or vibration. Brake lines and calipers shall be located away from exhaust heat.

b. Frame/Suspension/Fiberglass/Sheet metal

- (1) Frame shall be carbon tubing of such a design, construction, and material to enhance stability and handling characteristics with law enforcement equipment installed (radio, antenna, light systems, and other components required by this specification). Vibration and other naturally occurring forces shall not cause cracking of the motorcycle frame, suspension, or body components when subjected to normal law enforcement service within the City.
- (2) Rear fork shall be swinging arm type with integral coil spring(s) and hydraulic/gas shock absorber(s). Rear shock absorber(s) shall have provision for adjustment to accommodate rider's height and weight.
- (3) Front forks to be hydraulic design and adjusted to permit the shortest possible turning radius and designed for best handling characteristics in police service considering weight and weight distribution. Fork pre-load shall not be gas pressure adjustable.
- (4) Frame, spring(s) and shock absorber(s) shall be adequate to handle rider plus the added weight of a Motorola Spectra W4 transistorized radio transmitter and receiver, carrier and equipment boxes as engineered and installed by SDPD, mounted on rear of the motorcycle.

- (5) The minimum load-carrying capacity of the motorcycle as delivered shall be no less than 270 lbs. (GVWR minus unladen weight prior to installation of SDPD installed equipment). For the purposes of this specification, the motorcycle load is defined as the rider and equipment added by the SDPD.

4. Electrical System

a. Chassis Electrical

- (1) Shall be 12 volt system with circuit breakers and/or fuses for protection of all circuits from overload or short circuits.
- (2) Heavy-duty alternator (280 watt minimum), with voltage regulator incorporating transient voltage protection.
- (3) A heavy-duty, gel cell type battery shall be a minimum of 30 AMP/HR. capacity to operate proficiently under the following conditions:
 - All running lights, emergency lights, radio, and electronic siren operating simultaneously with engine running at idle.
 - With an initial battery charge of 12.5 VDC minimum and the tail light, blue ID lights, rear flashers, and radio operating on standby simultaneously for a minimum of twenty (20) minutes with engine off; the battery shall permit restart of engine with electric starter.
- (4) Starter shall be latest type 12 volt starting motor with solenoid and one (1) way clutch engagement. Starter button shall be located on right handlebar. Shall feature a "clutch safety switch" that prevents the engine from being started when the clutch is engaged.
- (5) Electronic ignition shall not be affected by a 25 watt, 800 MHz radio system installed on the motorcycle or by a 2 watt, 800 MHz within 3' of any part of the motorcycle.
- (6) As required, additional 1/2" wide ground straps (as short as possible) for the antenna mounting bracket may be added to effectively bond all metal parts to the frame of the motorcycle. These additional ground straps shall be installed by the Vendor. All ground straps shall be tinned, copper braid, or comparable, and where visible, painted to match the appropriate part of the motorcycle.

b. Lighting

Headlight shall be dual element, quartz halogen, with a high beam indicator light mounted, so that it is readily visible to the rider. High and low beams shall be controlled by a switch on the handlebar. A white hideaway strobe powered by a single outlet, 12.4 watt, vibration and waterproof power supply, shall be provided and wired for operation of lights as noted in Paragraph B, item 4.c.

Turn signals shall be designed and/or installed in such a manner as to be visible from the front, rear, and sides. Turn signals shall be mounted at the following locations:

- (1) Two (2) on the front.
- (2) Two (2) on the rear.

Indicator lights on dash panel, readily visible to the rider, shall be provided. Turn signal lights shall be wired to a heavy-duty switch with indicator light to permit the rear signal lights to flash together, independent of the front signal lights, and to operate with ignition switch in either the "On" or "Off" position. Turn signal switch for both left and right signals shall be located on the handlebars and shall be the push to lock on type with indicator lights, which will operate when the turn signals are in operation. Flasher shall be a heavy-duty fixed load type (reference: Ideal NO. 552 or equivalent) rated for three (3) lamp operation. Rear lamps shall be of sufficient size for compliance with FMVSS NO. 208. Flash rate of the signals shall be between 60 to 120 flashers per minute with the engine at idle and the lamp on. Two (2) blue identification lights (reference: Truck-Lite NO. 10A or equivalent) shall be installed on a plate with the license plate. The lights shall be mounted, one (1) on each side of the license plate, and connected with the tail light circuit. A light emitting diode (LED) deceleration light (additional or supplementary brake light) shall be installed on the rear of the motorcycle. The LED deceleration light shall be activated with the brake light and shall operate at low intensity when the taillight is illuminated. It shall function as a supplementary brake light flashing three (3) times prior to burning steady at high intensity.

c. Emergency Lighting Package

Generation III, LED technology or better. A minimum of six (6) individual LED's per module encased in aluminum housings (black or polished), with CA Title 13 orientation marked lens, shall be provided and installed. Copies of CA Title 13 written documentation, which indicates compliance with same, shall be submitted upon delivery. All LED modules shall be warranted for a minimum of five (5) years. Emergency lighting package shall be fully functional at time of delivery. LED pursuit lights shall be installed in the following configuration:

- (1) Two (2) front forward facing: Right side shall be blue, flashing. Left side shall be red, continuously illuminated.

- Two (2) front side facing: White flashing.
- Two (2) rear side facing: White flashing.
- Two () rear facing dual stacked: Right side shall be blue/amber, flashing. Left side shall be blue/amber, flashing.

The two (2) front forward facing LED pursuit lights shall be positioned slightly above or below the horizontal centerline of the headlight and approximately 2" to 3" from the headlight. The two (2) double stacked, rear facing LED pursuit lights shall be mounted on a pre-formed mounting plate located above, or below the rear tail light assembly.

Emergency lighting shall operate with the ignition switch in either the "Off," "On," or lockable accessory position. Forward facing LED pursuit lights shall feature a red indicator light on dash panel to indicate when front pursuit lights are "On." Rear facing LED pursuit lights shall feature an amber indicator light on dash panel to indicate when rear pursuit lights are "On." Installation shall include all applicable wiring connections, relays, etc. for operation of lights. Pursuit light location must be in compliance with FMVSS and approved by the SDPD. Flash rate of pursuit lights shall be adjustable between sixty (60) to one hundred twenty (120) flashes per minute, and be preset to seventy-five (75) flashes per minute, alternating left to right as the primary pattern with the engine at idle. A secondary "intersection clearing" pattern of one hundred twenty (120) flashes per minute, alternating left to right, shall be pre-programmed to be activated through the siren function when the siren tone is changed. The secondary pattern will display for seven (7) seconds, then resume primary pattern. Pursuit light switch shall be mounted on the right side handle bar and shall be a three (3) position switch wired as follows:

- Position 1: Off.
- Position 2: Rear facing LED pursuit lights.
- Position 3: All front, rear, and side facing LED pursuit lights.

d. Horn

Horn, when mounted on motorcycle, shall have a minimum of 82 dB output measured at a height of 4' and at a distance of 50' directly ahead of motorcycle on an asphalt surface, with the engine at idle (SAE J377). Horn button shall be located on the left handlebar.

e. Switches

Ignition switch, headlight switch, rear flashing amber light switch, and all other switch locations not specifically described in this specification, shall be mounted on the dash panel and/or handlebar and be conveniently accessible by the rider. Switches for control of all emergency equipment (siren, pursuit lights, etc.) shall be located on the handlebar and accessible without removing hands from the grips. The ignition, headlight, and running light switches shall be designed and wired to permit the engine to run without the headlight and/or running lights on. Dash panel and instrument lights shall be hooded or otherwise designed to prevent glare onto the windshield and be visible in direct sunlight. All switch leads shall be routed to the battery area. An additional switch shall be installed to facilitate turning the rear facing LED pursuit lights "Off" while the pursuit switch is in Position 3.

f. Handlebars

Handlebars shall be chrome plated, stainless steel, or other corrosion resistant finish of the latest approved type suitable for police work and allow the officer to sit in an upright vertical position with both hands on handlebar grips. Adjustment of the handlebars shall not be restricted by any accessory equipment or windshield/fairing. A variety of different height and length bars shall be offered.

- (1) All exposed wiring to switches shall be encased in plastic loom and clamped to bars. All wiring subject to friction to be adequately protected to prevent wear and eventual grounding.
- (2) Handlebar grips to be of firm dark colored plastic and/or rubber, which will not discolor hands.
- (3) Throttle control, shall be located on right handlebar, push-pull type with substantial return spring, and allow no lost motion or play.
- (4) Handlebar control levers shall contain ball type knobs on their outer ends to minimize the possibility of the hand slipping off the lever.
- (5) Provision shall be made for mounting a Motorola, Astro Ready Spectra W4 radio control head system (including speaker and microphone) on the center of the handlebars, gas tank console or fairing. Mounting of the radio control head and speaker shall not obstruct visibility of indicators or accessibility of controls and switches and shall be readily accessible when seated on the motorcycle. Mounting location, mounting brackets, and design appearance are subject to SDPD approval.

g. Tires and Wheels

(1) Tires

To be minimum four (4) ply rating, first quality, bead retention, tubeless tire designed to give best performance for SDPD service.

- Each tire and wheel assembly shall be balanced. Lateral and radial run-out shall be within the factory recommended tolerances.
- Tires supplied shall be tested and approved by the Manufacturer and SDPD for use on the make motorcycle proposal.
- Tires supplied must be readily available through motorcycle Manufacturers distributors at time of delivery of the first motorcycles supplied in compliance with these specifications.

(2) Wheels

Front and rear wheels shall be alloy type. Front and rear wheels shall be designed to prevent tire separation from rim if tire becomes flat. Rim shall be equipped with an interior shoulder that does not permit dismounting of the sidewall bead from the shoulder and prevents subsequent movement of the sidewall into center recess of the rim or to the outside of the rim when tire is run flat. Front and rear wheels of the same size are preferred. **Rim locks are not acceptable** as an alternate to this specification.

h. Mirrors

Right and left side rear view mirrors are to be installed in such a manner to minimize vibration and shall be:

- (1) Rectangular in shape. No less than 3-1/2' x 5" or 17 square inches.
- (2) Short shank, mounted on the handlebars or breakaway design mounted to fairing shell.
- (3) Mirrors shall be "true vision" type.

i. Speedometer

Speedometer shall be designed for police work. Speedometer shall be certified accurate within ± 2 MPH throughout its entire speed in which it is installed.

- (1) Shall indicate 0 to 120 MPH minimum, with trip odometer.

- (2) Shall be graduated into increments of no more than 2 MPH with bold face increment markers every ten (10) miles. Each twenty (20) mile increment shall be denoted by appropriate numerals.
- (3) Speedometer indicator needle tip shall extend to increment markers.
- (4) Shall be constructed and shock mounted so that the effects of motorcycle vibration does not affect the accuracy or service life of the speedometer.
- (5) Shall be illuminated when headlight is turned on.
- (6) Tachometer shall be supplied.

j. Protection Bars

Front (engine guard) and rear (bag guard) protection bars shall be no wider than the mirrors. The front and rear protection bars shall be chrome plated. The front and rear protection bars shall also be designed to provide adequate clearance and protect the rider's feet and legs when the motorcycle is in the down position (on its side).

k. Fairing

Shall be equipped with either a police fairing/windshield system, or police windshield system, of a type and design approved by the SDPD. Both the police fairing/windshield system, and police windshield system may be either frame or fork assembly mounted.

- (1) Windshield shall be of clear, scratch resistant, polycarbonate, approved glazing material (Ref. Lexan MR-4000, or equivalent).
- (2) Provide full vision.
- (3) Fairing and windshield system or windshield system shall not cause imbalance of the motorcycle at any speed.
- (4) When a fairing and windshield system is provided the following shall apply. Windshield shall be attached to fairing with a breakaway fastening system to insure breakaway of the windshield glazing by rider impact from the rear, based on a stationary frontal collision with a 170 lb. rider at speeds above 5 MPH. The fairing and windshield shall also be designed to withstand all normal frontal forces and vibration resulting from severe enforcement use.

- (5) When a windshield system is provided the following shall apply. The windshield shall be attached in such a manner as to insure breakaway by rider impact from the rear, based on a stationary frontal collision with a 170 lbs. rider at speeds above 5 MPH. The windshield system shall be designed to withstand all normal frontal forces and vibration resulting from severe enforcement use.
- (6) Windshield shall be the tallest optional available or be manually or electronically adjustable to permit the rider to customize height to individual needs without replacing shield.

l. Seat

Shall be special heavy-duty solo police type foam padded saddle covered with black leather. Vinyl material of a type that will breathe is acceptable. Seat shall be designed to provide lumbar support and is subject to SDPD approval.

m. Side Stand

Shall be of steel construction and have a minimum of 2-1/2 square inches of surface on the ground when extended.

- (1) Shall be mounted on left side.
- (2) Shall be designed so that the stand can be lowered and retracted with foot when seated on the motorcycle. The stand must remain in down position until retracted by the rider.
- (3) So designed that it will not strike ground during hard left turns when retracted.
- (4) Amount of lean of motorcycle shall not exceed 15° from vertical when stand is extended and front wheel is in a straight-ahead position.
- (5) So constructed that with the weight of the machine on the stand, the stand cannot be folded or retracted.
- (6) Service stands are to be included when they are supplied as standard equipment.
- (7) The side stand shall be equipped with a safety switch, which will prevent the engine from being started and the motorcycle driven with the side stand in the down position.

n. Footrests

Shall be equipped with floorboards (footrests are acceptable) so constructed that they will fold in the event of contact with the ground and be equipped with skid plates on the bottom outer sides to reduce rapid wear from frequent pavement contact.

o. Siren/Public Address System

An electronic motorcycle (certified class “A” California Code of Regulations (CCR) Title 13 compliant) siren/public address (PA) system shall be provided and installed by the Vendor prior to delivery. This equipment shall provide the same three (3) year minimum, unlimited mileage, and no deductible warranty as the motorcycle. The amplifier and speaker driver shall be rated at 100 watts minimum. Speaker cone shall be polished aluminum. The PA control system shall be interfaced with a Motorola, Astro Ready Spectra W4 radio control head. A handlebar control switch(s) designed to permit operation of the siren through the motorcycle horn button when manual mode is selected shall be supplied. Control switch(s) shall have the following operating modes:

- (1) Off position.
- (2) Momentary position – siren operated momentarily via push-button.
- (3) Automatic position - siren operated automatically with “yelp override” capability through the momentary push-button.

Relay(s), pin and socket connectors, and wiring to permit operation as described shall be provided and installed as needed. SDPD shall provide and Vendor shall install momentary push-button switch. Siren shall not exhibit a delay when turned on.

p. Mufflers

- (1) Shall meet legal sound restrictions.
- (2) Positioned to permit installation of utility storage boxes on each side of the rear wheel and the electronic siren amplifier mounted under or in front of one (1) of the boxes.
- (3) Shall not extend more than 7" beyond rear wheel.
- (4) Not more than two (2) mufflers permitted and not more than three (3) header pipes into a single muffler.
- (5) Muffler(s) to be chrome plated or stainless steel corrosion resistant finish.

q. Keys

Four (4) sets of keys provided for each motorcycle at time of delivery.

r. Color

Motorcycles finish and color to be combination of black (Ditzler 3DQE-9000 or equivalent) and white (Ditzler 3DQE-8000 or equivalent) as follows:

(1) Frame – Black.

(2) Fenders – front and rear all white. Gas tank shall be two (2) toned (black and white) primary white with a black panel centered on top.

(3) Fairing shall be white or a combination of primary white and black.

(4) All repainted components shall be factory paint. Refinished components shall be properly prepared and finished with a minimum of two (2) coats of primer paint and two (2) coats of factory applied paint.

s. Radio and Utility Storage Box and/or Brackets

Motorcycle shall feature a radio containment (storage) box to accommodate the installation of SDPD communications equipment, including a bracket(s) for the installation of a low-band radio antenna. Radio storage box and/or low-band antenna mounting bracket(s) may be integral or separate and shall be mounted over the rear tire and/or fender. Radio storage box shall be designed to accommodate the installation of Motorola, Astro Ready Spectra W4 radio system.

Radio storage box shall be equipped with brackets and/or mounting plates for the secure mounting of the above listed equipment. A minimum of 2" clearance shall be provided between the seated rider and front of radio storage box, when installed. Antenna shall not obstruct rider visibility or mounting/dismounting of motorcycle.

Two (2) utility storage boxes shall be installed, one (1) on each side (right and left) of the rear wheel and/or fender. Boxes shall be fiberglass or ABS plastic construction and be black in color. Each box shall be rectangular in shape and be a minimum of 7" wide, 10" high, and 16" long. Right and left boxes shall be of similar size with a minimum capacity of 30 liters each. Boxes shall be sealed against moisture and dirt. Boxes shall be of adequate strength for loading up to 15 lbs. of material in each side.

Chrome plated rear protection bars shall be mounted to the motorcycle frame or as part of the utility storage box brackets. Rear protection bars shall be located to protect the boxes from damage. Boxes and protection bars shall not extend any wider than the motorcycle mirrors.

t. Eliminations

Nameplates, medallions or insignia shall not be installed on fuel tanks or front fenders. No holes are to be left as a result of these deletions. Insignia installed in locations that could come in contact with rider's clothing shall be flush to the surface attached.

VI. GENERAL REQUIREMENTS

A. RULES AND REGULATIONS

Motorcycles shall comply with all applicable California Vehicle Code (CVC), Code of Federal Regulations, Title 49, "Federal Motor Vehicle Safety Standard" (FMVSS) and California Code of Regulations, Title 13, "Motor Vehicles" (except emissions regulations) rules and regulations. Motorcycles shall also comply with applicable Society of Automotive Engineers standards and Health and Safety Code, (distance of radio equipment from the operator's head, etc.) regulations. In addition, all motorcycles shall comply with other Federal and State rules, regulations and safety standards applicable to the vehicle type in effect on the date of the opening of the invitation for proposal. Motorcycles purchased to this specification are exempt from compliance with California emission standards.

B. PERFORMANCE TESTING

Motorcycles purchased against this specification shall display outstanding stability, maneuverability, cornering, and other handling characteristics necessary for a motorcycle engaged in city driving and high-speed traffic law enforcement use, which includes operation over various types of road surfaces and operating conditions.

Each Proposer may be required to submit an exact model proposed within fourteen (14) days of proposal opening at no cost to the City, with all equipment and accessories installed, for evaluation by SDPD for compliance with this proposal specification. All motorcycles provided will be retained by SDPD until the contract is awarded and deliveries against the contract begin. Motorcycles submitted for evaluation, for which a contract was not awarded, will be returned to the supplying Vendor at their sole expense. Motorcycles submitted for evaluation, for which a contract was awarded, will become the first motorcycle purchased by the City. In no instance, shall a motorcycle provided for evaluation accumulate more than two hundred fifty (250) miles on the odometer while in the possession of SDPD.

Motorcycles provided will be evaluated for acceleration, top speed, braking, ergonomics and overall stability and handling characteristics with all SDPD equipment installed. The Department will select not less than two (2) evaluation riders. Motorcycles evaluated shall meet or exceed the minimal acceptable standards for a law enforcement motorcycle as determined by the SDPD Traffic Motors Unit. Failure to pass any portion of the performance evaluation shall be grounds for disqualification.

C. MODEL PRODUCTION

Units furnished under this contract shall be the new, most current model production. In any case where a price increase is requested due to a change in the model, the terms and conditions of Section II, Paragraph I, "Price Adjustment Clause for Option Renewal" shall prevail. Model changes shall not occur without the prior written consent of the Purchasing Agent.

D. PRE-DELIVERY SERVICE

All motorcycles must be completely serviced, inspected, properly adjusted, and road tested before delivery, including the proper fill of all lubricants. All motorcycles shall be delivered with a minimum of 2 gallons of fuel in the fuel tank. Battery shall be serviced and fully charged on delivery. Motorcycles delivered from a dealer with more than 50 miles on the odometer will be charged \$0.50 for each mile exceeding 50 miles.

E. WARRANTY

The stated Manufacturer's warranty must be provided with submittal of the proposal, and shall apply to all motorcycles purchased under this specification. Manufacturer shall also provide a three (3) year minimum, unlimited mileage, and no deductible warranty for all motorcycles. Any cost for this warranty shall be included in the proposal price of the motorcycle. The Manufacturer shall accept the service intervals listed in the SDPD Motorcycle Preventive Maintenance Schedule as sufficient for meeting the service requirements for obtaining warranty service. Oil consumption in excess of 1 qt. per 1,000 miles shall be cause for warranty repair.

F. ADDITIONAL INFORMATION AND EQUIPMENT

The successful Proposer shall provide the following additional information and equipment upon delivery at no cost to the City.

1. Additional Information

- a. Each motorcycle shall be delivered with one (1) rider's manual, one (1) warranty guide, and one (1) consumer information guide for proper operation and routine maintenance of the motorcycle.
- b. Factory service manuals covering repair of all components of the motorcycle purchased – three (3) manual copies and one (1) electronic.
- c. Parts list giving service part numbers complete in every detail covering the vehicles purchased - three (3) manual copies and one (1) electronic.
- d. Dealer's Service Bulletins - three (3) copies of any and all service bulletins already published applicable to the model year motorcycle being purchased. The SDPD shall be placed on the mailing list to receive a like number of Dealer Service Bulletins each time they are published. Mailing address shall be the same as the delivery address noted in Section VI, Paragraph G "Delivery".
- e. Dealer flat rate labor time guidelines or suggested time schedule – three (3) copies.
- f. Complete wiring diagram to include listing all sizes and locations of radio bonding straps – three (3) manual copies and one (1) electronic.

2. Tools and Diagnostic Test Equipment

- a. Two (2) sets of all factory available and factory recommended/mandated supplemental specialty tools applicable to the repair and maintenance of the motorcycle purchased shall be provided at no cost to the City.
- b. All factory available and factory recommended/mandated electronic diagnostic computer (scan tool) product hardware and software support applicable to the repair and maintenance of the motorcycle purchased. One (1) subscription with hardware and software updates shall be provided at no cost to the City throughout the duration of the three (3) year extended warranty period.

G. DELIVERY

Upon initial acceptance of the first unit, the Vendor delivering motorcycles against this specification shall guarantee that all motorcycles meet the requirements set forth herein. If it is determined by SDPD that any motorcycle delivered does not meet with the requirements of this specification, the Vendor will be required to correct the deficiency at their expense within thirty (30) days. All motorcycles ordered shall be delivered FOB Destination to the following location:

San Diego Police Department
Eastern Division Vehicle Maintenance Facility
9265 Aero Drive
San Diego, CA 92123

H. TRAINING

1. Technical Training

Between the date of the contract award to the successful Proposer, and first deliveries against the contract, Vendor shall provide technical training including product indoctrination and routine maintenance/repair training for three (3) Equipment Mechanics and an Equipment Repair Supervisor. Training required under terms of this contract may be conducted at a Vendor location within San Diego County or at the SDPD Eastern Division Vehicle Maintenance Facility.

2. Equipment Mechanic Training

Upon delivery of the first motorcycle, the Manufacturer shall provide dealer mechanic level training and certification on the first available training dates for two (2) of the Department's Equipment Mechanics at a factory authorized training facility, on the entire motorcycle including, but not limited to:

- a. Engine and transmission diagnosis and overhaul.
- b. Brake system diagnosis and repair.
- c. Fuel system diagnosis and repair.

- d. Engine and chassis system electrical system diagnosis and repair.
- e. Steering and suspension system diagnosis and repair.
- f. Final drive diagnosis and repair.

The Manufacturer shall bare all costs for this training including travel, lodging, meals and tuition.

The Manufacturer shall permit on-going training for any of the two (2) of the Department's Equipment Mechanics to attend any of their regularly scheduled training classes conducted by the Manufacturer for their dealer mechanics, for the various components/systems on the model motorcycle purchased. This shall include any and all general classes offered.

The Manufacturer shall keep the Department advised of scheduled training classes held either at their training center(s) or at dealerships located throughout the Southwestern United States.

3. Rider Orientation

Within two (2) weeks from delivery of the first motorcycle, the Manufacturer shall provide the instructor, and training material, for general maintenance orientation classes to be held in San Diego, CA. Manufacturer, upon request by the Department, shall provide a maximum of four (4) training days including six (6) four (4) hour rider orientation classes and one (1) eight (8) hour mechanical orientation class.

I. AUTHORIZED WARRANTY SERVICE FACILITY

Vendor shall be responsible for ensuring that warranty work is performed at a local agency or facility convenient to the SDPD and that all services, parts, and labor are available and provided to meet the SDPD's schedules and deadlines. Warranty repairs and parts shall be provided within forty-eight (48) hours of initial notification. All work required under warranty or guarantee provisions shall be promptly accomplished at no expense to the SDPD.

The SDPD's Auto Maintenance Division shall also be authorized to perform in-house dealer warranty repairs and/or parts replacement without charge for parts. Labor shall be reimbursed to the Department based upon the prevailing rate paid by the Manufacturer to dealerships located in the County of San Diego.

PROPOSER'S REFERENCES

The Proposer is **required** to provide a minimum of three (3) references where work of a similar size and nature was performed within the past five (5) years. This will enable the City of San Diego to judge the responsibility, experience, skill, and business standing of the Proposer.

REFERENCES

Company Name: _____ Contact Name: _____

Address: _____ Phone Number: _____

_____ Fax Number: _____

Dollar Value of Contract: \$ _____ Contract Dates: _____

Requirements of Contract: _____

Company Name: _____ Contact Name: _____

Address: _____ Phone Number: _____

_____ Fax Number: _____

Dollar Value of Contract: \$ _____ Contract Dates: _____

Requirements of Contract: _____

Company Name: _____ Contact Name: _____

Address: _____ Phone Number: _____

_____ Fax Number: _____

Dollar Value of Contract: \$ _____ Contract Dates: _____

Requirements of Contract: _____

Certification Survey

For Small, Ethnically and Culturally Diverse,
Woman, Disadvantaged, Disabled Veteran, Or Other Businesses

All Contractors are required to complete this form and return it with their bid package.

Company Name: _____

Mailing Address: _____

Telephone No.: (_____) _____

E-Mail Address: _____

1. Contractor's company is **currently** certified as small, ethnically and culturally diverse, woman, disadvantaged, disabled veteran, or other business? ☐ Yes ☐ No

Certification Number/Agency: _____

2. Contractor's company has applied for certification? ☐ Yes ☐ No
If yes, which agency? _____

3. Contractor's company is an independently owned business? ☐ Yes ☐ No

4. Contractor's company is 51% or more owned by a socially, economically, disadvantaged individual*? ☐ Yes ☐ No

5. SIC Code: _____ NAICS: _____

6. Number of Employees: _____

7. Annual Gross Receipts (three year average): _____

8. This is not an application for certification. If you would like to receive an application for certification, please check box: ☐

I certify that this information is correct: _____
Authorized Signature (Date)

* Black Americans, Native Americans, Hispanic Americans, Asian-Pacific Americans, Subcontinent Asian Americans, Women, any additional groups whose members are designated as socially and economically disadvantaged by the Small Business Administration (SBA) at such time as the SBA designation becomes effective.